

1895-038 Chancery Causes: J. W. Howard + Co] vs. Lee Jones &  
Lee Co.

Howard, Wilson, Johns

CA-Debt  
T-Property

-Deed

To the Hon. W. T. Miller, Judge of  
the Circuit Court of Lee County, Va:

Your orators J. W. Howard & C. E.  
Howard, partners under the firm  
name & style of J. W. Howard & Com-  
pany, state that heretofore, to wit,  
on the 30<sup>th</sup> day of August 1894, one  
J. F. Howard being indebted to J. S. Moore  
& Co. in the sum of \$418<sup>00</sup>, your  
orators for a valuable considera-  
tion agreed to assume the payment  
of said debt to said Moore & Co.,  
and being desirous to further  
secure the payment of said  
debt, entered into an agree-  
ment with one H. D. Wilson by  
which it was stipulated that  
your orators, the said J. F. Howard  
& the said H. D. Wilson should &  
would execute to said Moore &  
Co. three notes for \$138<sup>00</sup>, \$139<sup>00</sup> &  
\$141<sup>00</sup> respectively, or about those  
sums respectively, all aggregat-  
ing the sum of \$418<sup>00</sup>, the said  
notes to be payable in two, four  
& six months after their date re-  
spectively, and in consideration  
for the execution of said notes



by the said Wilson, it was further  
agreed in order to save the said  
Wilson harmless on account of his  
execution of said notes that your  
orators should & would convey to  
one Lee Jones as Trustee, a certain  
stock of goods wares & merchandise  
there in the store house of your ora-  
tors at Olinger, Virginia, & that your  
orators would permit one W. H. Johns  
who was the son-in-law of the said  
Wilson to come into said store &  
take possession of said goods as  
the agent of said Wilson & as his  
agent to make retail sales of the  
said goods sufficient to pay off  
the said three notes, collect the  
money on the said sales, & turn  
the same over to the said Wilson,  
it being further agreed and un-  
derstood that in case the said  
Johns agent as aforesaid could  
not make sufficient sales to  
pay off said notes as they be-  
came due, then upon the payment  
of any of such notes by the  
said Wilson upon notice to

deputy,  
that if there  
was agent  
of Wilson

deputy



the said Jones, Trustee, it should be his duty to make sale at public outcry of enough of said goods to reimburse the said Wilson, & that whenever enough of the said goods had been sold either by the said Johns, Agent, or the said Jones, Trustee, to pay off all of the said notes & interest, then the remainder of the said goods should be turned back to your orators.

Your orators further state that pursuant to this agreement your orators did on the 30<sup>th</sup> day of August 1894 execute & deliver to the said Jones, Trustee, a deed conveying to him the said goods wares & merchandise in trust for the purpose above stated, in which deed the said J.F. Howard at the request of the said Wilson likewise joined as will more fully appear by reference to the said deed a copy of which is filed herewith as a part hereof - marked "Exhibit A" - and the said Johns at the same time came into the said store, <sup>and as</sup>



doing agency  
and doing business

172 July

agent of said Wilson took possession  
of said goods wares & merchandise  
& commenced the retail sale thereof  
and so continued in possession  
thereof until the 20th day of Jan-  
uary 1895 at which time the goods  
then remaining in said store were  
taken in possession by the said  
Jones trustee as will hereinafter  
be more fully stated; & simul-  
taneously with the execution of the  
said deed of trust your orators  
together with the said J. F. Howard  
& the said Wilson executed and  
delivered the said three notes  
to the said Moore & Co. as had  
been previously agreed upon.

1826.

Your orators further state that on the  
date the said Jones took possession  
of said goods as aforesaid they,  
the said goods invoiced at \$1391.<sup>00</sup>  
& were reasonably worth that  
sum; that thereafter & before the  
20<sup>th</sup> day of January 1895 your ora-  
tors put into said store & into  
the possession of said Jones  
agent as aforesaid goods wares



deny

deny sale  
by Johns, &  
show how it was

deny

deny 948  
and note 317

deny and  
show facts

and merchandise which invoiced at \$123<sup>40</sup> & were reasonably worth that amount; That between the 30<sup>th</sup> day of August 1894 & the 20<sup>th</sup> day of January 1895 the said Johns sold & disposed of all of the said goods except \$509<sup>49</sup> cents worth thereof, That is to say, the said Johns agent as aforesaid sold and disposed of goods which invoiced at \$1004<sup>99</sup> & which were reasonably worth that amount, and that during the dates last aforesaid there was paid to the said Johns agent as aforesaid for and on behalf of your orators by sundry persons who owed your orators for goods sold to them prior to the 30<sup>th</sup> of August 1894 the sum of \$94<sup>00</sup>, That is to say, the aggregate amount of money which the said Johns had or should have had on the 20<sup>th</sup> day of January 1895 out of which to pay off & discharge the notes to the said Moore & Co. amounted to \$1098<sup>99</sup>; & your orators are informed believe & charge that the said Wilson



doing for  
Wilson

on the date last aforesaid knew of the amount of sales which the said John had made of said goods and of the amount of money collected by him from your orators' old creditors as aforesaid. And your orators believe & charge that the said Wilson likewise knew thereof at the time he requested the said Jones trustee to make sale of the remainder of the said goods under the said deed of trust, to wit on about Jan'y 1<sup>st</sup> 1895. Yet nevertheless when the said second note to the said Moore & Co. became due the said Wilson claimed that there were no funds from the sale of said goods to meet the same, & claimed that he was compelled to pay the same out of his own pocket, although as your orators are informed believe and charge the said John his agent had theretofore made sale & disposed of over eight hundred dollars worth of the said goods all of which

correct



was well known to the said  
Wilson; That the said Wilson on  
about the 1<sup>st</sup> day of Jan'y 1895 re-  
quested the said Jones trustee to  
advertise & make sale of the  
remainder of said goods un-  
der said deed of trust, & the  
said Jones, although, as your ora-  
tors are informed believe & charge  
he then well knew that the said  
Johns agent had theretofore  
disposed of a great deal more  
than enough goods to pay the  
whole of said indebtedness to  
said Moore & Co. nevertheless pro-  
ceeded to advertise & sell the  
said goods & did on the 20<sup>th</sup> day  
of Jan'y 1895 sell a portion of the  
said goods which were invoiced  
at & were reasonably worth the  
sum of \$341<sup>00</sup>, but which under  
the said forced sale brought the  
sum of only \$155<sup>00</sup>; and the  
said Jones, Trustee, now has the  
remainder of the said goods which  
invoice at & are reasonably worth  
\$168.<sup>35</sup> and refuses to deliver the  
same to your orators.

denying

1 & 2 Feb'y

denying were the

was not  
heard the same 75<sup>th</sup>



It will thus be seen that the aggregate amount of goods sold & disposed of as aforesaid & money paid to the said Johns agent as aforesaid is \$1439.<sup>99</sup>/<sub>100</sub>, & yet only the first two of the said notes to the said Moore & Co. have been paid and the said Wilson Johns and Jones have not paid to your orators or otherwise accounted to them for any part of the remainder of the said \$1439.<sup>99</sup>/<sub>100</sub>.

Wherefore your orators say that by reason of the said several violations of said contract they have been damaged in the sum of \$1159.<sup>99</sup>/<sub>100</sub> for all of which both the said Johns & the said Wilson are liable to your orators, & for a part of which to wit, the sum of \$509<sup>41</sup>/<sub>100</sub> the said Jones is likewise liable to your orators.

Your orators further state that the accounts between your orators & the said Wilson Johns & Jones are mutual & very compli-



cated & that in order to make  
proof of the matters above set  
forth it will be necessary  
to refer this cause to a  
Commissioner in Chancery to  
state and audit said ac-  
counts; wherefore your orators  
pray that the said H. D. Wilson,  
W. H. Johns & Lee Jones Trustee as  
aforesaid be made parties de-  
fendant to this bill & be re-  
quired to answer the same  
but answer under oath is hereby  
expressly waived; that this cause  
may be referred to a Commis-  
sioner to audit said accounts;  
and that upon a final hearing  
the said Wilson & Johns be re-  
quired to pay to your orators the  
sum of \$1159<sup>99</sup>/<sub>100</sub>; & that the  
said Jones Trustee be required  
to pay unto your orators the  
sum of \$341<sup>00</sup> & to deliver  
unto your orators the remainder  
of the said goods, or in lieu  
of such delivery that he be  
required to pay to your orators  
the value thereof to wit \$168<sup>35</sup> &



for costs and for general re-  
lief - And your orators will  
ever pray &c -

Bullitt & Kelly  
Counsel for Plaintiffs.



J. W. Howard & Co.  
vs } Original Bill  
}

H. D. Wilson et al

1895 2nd Feb'y Rules bill  
filed Spa Executed &

Decree nisi

" 1st March rules taken  
the last Monday in  
Feb'y D. N. Conf'd & Cause  
set for hearing.

Bullitt & Kelly



This deed made this the 30 day of August 1894 by and between J.W. Howard and C.E. Howard, partners doing business under the firm name and style of J.W. Howard and Co., and J.F. Howard, parties of the first part, and Lee Jones, party of the second part, all of the County of Lee and State of Virginia:-Witnesseth that for and in consideration of the sum of one dollar cash in hand paid, the receipt of which is hereby acknowledged, the said parties have bargained and sold, and by these presents do convey, with covenants of general warranty, the following described property, to-wit: as per invoice which he Jones has copy of same, consisting of dry-goods, notions, groceries, hardware, shoes clothing, soda-fountain, wares, merchandise etc, which are in the house formerly owned and occupied by T. Bent Thompson at Olinger Station Lee County, Virginia; amount of said invoice being thirteen hundred and ninety one dollars (\$1391<sup>00</sup>) the above goods ~~xxx~~ wares and merchandise etc, now owned by the said J.W. Howard and Company, and purchased by them from J.F. Howard.

In Trust nevertheless, for the following purpose, and none other, to-wit: that is to say, that whereas the said parties being desirous of being restored to the possession of said property have procured one H.D. Wilson to go upon and execute with them three notes as their said surety; Now therefore in order that the said H. D. Wilson should be held harmless by reason of his endorsing notes as surety for said first parties, the said conveyance above mentioned is made; and it shall be the duty of the said trustee, upon request in writing ~~xx~~ by the said H.D. Wilson, and upon proof of the amount he has had to pay by reason of his being the surety on the said notes as aforesaid, to sell said stock of goods, or so much thereof as may be necessary, for cash in hand, and out of the proceeds thereof pay to the said H.D. Wilson the sum shown by him to be due by reason of his suretyship on said notes, and the execution of this trust deed. He shall give 20 days notice of the time and



place of sale, which shall be at the said store house where the same now are.

Witness the following signatures and seals the day and year first above written.

J.W.Howard(Seal)

C.E.Howard(Seal)

J.F.Howard(Seal)

Virginia, Lee County to-wit:

I John Riddle a Justice of the peace for Lee County, Virginia, do certify that J.W.Howard, C.E.Howard and J.F.Howard whose names are signed to the above writing bearing date on 30th day of August 1894, have acknowledged the same before me in my aforesaid County.

Given under my hand this 1st day of Sept.1894.

John Riddle, J.P.



J. W. Howard & Co.

To } Copy of Deed

Lee Jones, Trustee

J. W. Howard & Co

To 3

H. D. Wilson et al

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"Exhibit A"

Filed D<sup>no</sup> Febry  
Rules 1895.



H.D.Wilson, et als.

Defendants.

ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs.

To the Honorable W.T.Miller, Judge of the Circuit Court  
for Lee County, Virginia:

The separate demurrer and answer of W.H.Johns to a bill in  
chancery exhibited against himself and others in this Court by  
J.W.Howard & Co.

Respondent says that the complaints' bill is not sufficient  
cient in law to call upon him to answer it in this Honorable  
Court, but that there is good cause of demurrer thereto, and  
he demurs accordingly and prays judgement of said demurrer &c.

And not waiving said demurrer but relying and insisting ~~th~~  
thereon, should other and further answer be required of him,  
answering, he says:

That it is true, as he supposes, that on the 30th day of  
August 1894 J.F.Howard was indebted to J.S.Moore & Co.in the  
sum of \$418.00; and at that time the said J.S.Moore & Co. had  
sued out an attachment against the goods and chattels of the  
said J.F.Howard, and had levied the same on the stock of goods  
then lcained by the said J.W.Howard & Co. And in order, as  
respondent is informed, to procure the release of said attache  
ment, the said J.F.Howard and the said J.W.Howard & Co. pro-  
cured one H.D.Wilson to join with them in the execution of  
three notes for the sum of \$139.33 1/3 each payable at the Ap-  
palachian Bank, payable respectively in two four and six month  
after their date, and to indemnify and save harmless the said  
Wilson as their security upon said three notes, the said How-  
ards executed a deed of trust to Lee Jones, Trustee, on the  
stock of goods in their store-house at Olinger, Virginia, a  
copy of which said deed of trust is filed with the complain-  
ant's bill.

Your respondent denies that it was a part of the consider-  
ation for the execution of said notes by said Wilson that he,  
your respondent, was to come into said store and take possess-



ion of said goods as the agent of said Wilson, and as his agent, to make retail sales of the said goods sufficient to pay off the said three notes, collect the said money on the said sales, and turn the same over to the said Wilson. Respondent denies that he was in any way or for any purpose the agent of the said Wilson, but on the contrary he was the servant and employee of the said J.W.Howard & Co. He was employed by them and not by the said Wilson, and if an agent at all, he was the agent of the said Howard & Co., and not the agent of the said Wilson, as will more fully and at large appear by reference to the written contract entered into on the 1st day of September 1894 by and between your respondent and the said J.W.Howard & Co., by which it will appear that the said J.W.Howard & Co. were to pay your respondent \$15.00 per month for the period of six months, and they were to turn over cash to him to the amount of \$418.00 to be paid on the notes endorsed by the said Wilson. Said contract is herewith filed as a part hereof marked "B", with ~~ANSWERS~~ Ans. of W.H.Johns".

Respondent supposes it is true, as he sees the deed so <sup>Wilson</sup> provides, that in the event <sup>he</sup> had to pay anything by reason of his being surety on said three notes, that the it was made the duty of said trustee, upon being required so to do, to make sale at public outcry, for cash in hand, of enough of said goods to pay off the amount so paid by the said Wilson, and the balance due on said note. Respondent supposes that it was the duty of said trustee to deliver up any remainder of said goods, after he had realized therefrom enough to save the said Wilson harmless, to the said J.W.Howard & Co. Respondent denies that he on the 30th day of August or at any other time came into said store and took possession of said goods wares and merchandise as the agent of the said H.D.Wilson, but he did come in said store on the 1st day of September 1894 as the Clerk and the meployee of the said J.W.Howard & Co; that he continued to clerk for them until the 1st day of February 1895 when said tr ustee took possession of said goods, claiming the



same under said deed of trust, and proceeded to sell enough of them to pay off and discharge the second of said notes which had been paid off as respondent is informed by the said H.D. Wilson.

Respondent will now further show your honor that the time said deed of trust was executed, said goods were invoiced, said inventory amounting to \$1326.00 instead of \$1391.00 as alleged in said bill, all of which will more fully appear by reference to said original invoice which is here filed as part hereof, marked "Exhibit "C" with W.H. Johns' answer."

Respondent says it is true that after he became the clerk of the said J.W. Howard & Co. there was a small amount of goods put into said store, the invoice price of which he does not exactly know, but he denies that it was \$123.40, or that the goods so put in were reasonably worth that amount.

Respondent says that it is not true that between the 30th day of August 1894 and the 30th day of January 1895, that he sold and disposed of all of said goods except \$509.49 worth thereof; that it is not true that he sold and disposed of good goods which were invoiced at \$1004.99: but it is true that an invoice was taken of said goods showing a balance of said stock on hands on the 1st day of February 1895, amounting to \$509.49, but all of the goods so sold were not sold by him. The said J.W. Howard and the said C.E. Howard were both in said store, selling and disposing of said goods a large part of the time, and one or the other of them principally all the time between the 1st day of September 1894 and the 1st day of February 1895, during which time sales were made by the two Howards and by your respondent, he acting with them, for them and as their employee according to their direction.

Respondent says it is not true that he collected the sum of \$94.00 from persons indebted to the said J.W. Howard prior to the 30th day of August 1894; but he did collect on a debt or debts so due them the sum of \$31.00.

Respondent denies that the sum of money which he had or ~~sh~~



should have had on the 20th day of January 1895, out of which to discharge the notes endorsed by the said Wilson amounting to \$1098.00. Respondent denies that at said date that the said Wilson knew or could have known the amount of goods sold by himself and the said Howard. Respondent says that it is true, as he is informed and believes, that when said second note became due that the said Wilson had to pay it off, the said Howards furnishing no money for that purpose. It is true as respondent is informed that the said Wilson required the said Jones, trustee, sometime about the 1st of January 1895, to advertise said stock of goods for sale to reimburse him for the sums paid by him on said notes. It is true as before stated that the said Jones did on the 1st and 2nd days of February 1895, not on January 20th as alleged in said bill, did sell a portion of said goods, said sales aggregating as he is informed \$155.00. Respondent does not know what the goods so sold were invoiced at. The balance of said goods as respondent is informed are in the possession of the said Jones, trustee. Respondent does not know the invoice price of said goods nor does he know their reasonable value, nor does he know whether or not the said Jones refuses to deliver them to the said Howards, and if he refuses, why he does so. Respondent says that it is true, as he is informed that only the first two of said notes endorsed by the said Wilson have been paid. Respondent denies that said complainants have been damaged by himself, the said Jones, or the said Wilson or all of them together the sum of \$1159.99. And if the said complainants have been damaged in any sum it is their own mismanagement, and not the mismanagement of himself or of his co-defendants that entailed has ~~entailed~~ said damage upon them.

Your respondent will now show your honor that the actual amount of goods in said store at the time he was employed amounted by the invoice to the sum of \$1326.94; that he estimates the goods put into said store afterwards at \$16.00; that this respondent collected on debts contracted prior thereto



at \$21.00, making a total sum of \$1371.94. Respondent will now show the disposition that has been made of the same. Shortly after the execution of said trust M.G.Ely under attachment proceedings levied ~~on~~ and had sold goods which according to the invoice price amounted to \$266.29. Your respondent as is shown by said written contract hereof filed as part of this answer was to receive \$15.00 per month for six months services, all of which he was to take in goods from said store, and that he did take goods to the amount of \$90.00. He and the said Howards paid freight due by the said Howard & Co. for \$11.91. They paid to M.H.Reason rent on said store-house \$23.94. There was likewise paid to L.M.Wade, Deputy Sheriff costs \$9.20. There was paid for cider \$4.50; cider lost by souring as per invoice \$5.00. Bacon spoiled and lost \$4.00; butter spoiled and lost \$1.44; eggs spoiled and lost 3.20. 2 doz. lamp chimneys broken \$1.26. The following goods were taken out by the said J.W.Howard, to wit: 1 pistol invoiced at \$5.00 1 pr.pants, \$2.00; 1 pr.shoes,\$2.00; 1 hat, \$2.00 ; cash when he went home on visit, \$5.00; cash when he went to Jonesville, \$20.00; cash paid by John to Eickley,\$4.50; cash paid by John to H.A.W.Skeen,\$14.00; cash used by John,on visit to Big Stone Gap, \$26.00; cash collected by John from W.S.Coldiron on goods sold after the 30th day of August \$3.83; from Phillipps,\$7.00 cash taken by Claud, on first visit home, \$7.78; on second visit home,\$5.00; paid by John and Claud for board \$16.95; cash collected by John on sales made after 30th of Aug.1894 from Wm.Bailey \$1.45; from John R.Bailey, \$1.50; from A.P. Reese, \$1.73; J.A.Olinger, 1.00; from Richard Gibson,\$2.95; from Mary Pucket, \$0.65; paid first note in Appalachian Bank, on which H.D.Wilson was security, \$140.74; paid on one of said notes \$8.10; goods sold on credit, by the said Howards, and by respondent at their direction, which debts are still outstanding and due \$326.49; invoice of goods on hand, at the time Jones trustee took possession, \$509.41; making a total thus accounted for of \$1531.81. Your respondent thinks it likely



that the said John W. and C.E. Howard collected or sold goods for other sums of money not known to him. But at any rate respondent has shown by the foregoing statement that the goods have netted out including sold on a credit, those taken of under the attachment proceedings by M.G. Ely, and those taken by the said John Howard amount to a larger sum than said goods were invoiced at. Respondent sees no necessity for an account in this case, and he has no objection to one being taken, provided, the complainants, who are non-residents of the state will pay or secure the payment of the costs thereof.

Respondent now having answered said bill as fully as he is advised it is material for him to answer the same, and here denying again that he was the agent of the said H.D. Wilson, and here expressly denying every allegation contained in said bill not hereinbefore denied, admitted, or explained, he prays to be hence dismissed with his costs.

Lucian Hyatt

Attys. for deft.

*W. H. Johns.*



W. St. John

and by Answer

J. W. Howard & Co

in open

Filed, March 6<sup>th</sup> 1895

A. B. Munsey  
Clerk



This Sept. 1 1894

This contract made & entered  
into <sup>between</sup> W. Howard & Co. of first part and W. H.  
Johns of 2<sup>nd</sup> part party of first agree  
to pay party of 2<sup>nd</sup> part fifteen dollars  
per month for the period of six months  
party of 2<sup>nd</sup> part is to board him self  
and to take his pay in <sup>is made</sup> store at 13 percent profit  
parties of first are to turn cash to amt of  
Four Hundred and eighteen dollars to party of 2<sup>nd</sup>  
part to be paid on notes indorse by A. D.  
Wilson which are in Appalachian Bank, of  
Bigstone Gap Va

J. W. Harris and Co.  
W. H. Johns



A Bond

J. W. Howard

" B "

With Acc. of W. H. Johns

blaird got of  
Johns at same  
time \$7.78 at  
another time 500 5

John got at same  
time \$5.00 at  
another time 14.00  
at another time 20.00  
John got.

7 7 5

7 7 5

15 5 0



3	Lady Hal-	50	1 50
1	" " "	121	1 27
1	" " "	75	75
2	" " "	150	2 50
1	" " "	75	75
1	" " "	2 00	2 00
2	" " "	72 1/2	2 51
1	" " "	40	40
2	" " "	15 4	3 08
2	" " "	57	1 00
2	" Men " shaw	25	50
1	" " "	75	75
128	" Boy " "	76	3 68
4	" Saylor Hal-	28	1 12
2	" Chil " "	75	30
<del>2</del>	" Men " "	76	64
171	" Boy " "	8 1/2	92
8	" Men " "	12 1/2	1 00
196	" " " "	12 1/2	2 00
3	Caps Boys	75	45
1	Soy shaw hat	1 00	1 00
4	Boy Hal wool	41	1 50
3	Men shaw Hal-	35	1 08
1	" " "	50	2 50
5	" " "	48	2 00
4	" " "	43	1 50
4	Boy Hal wool	75	64



23	"	wortel	12 1/2	2	88
✓ 34	ayd.	wortel	@ 12 1/2	4	15
3 1/2	"	filenelud	" 33 1/2		16 1/2
✓ 25 1/2	"	Cambuco	" 7 1/2	1	20
26 1/2	"	Lawns	" 4 1/2	1	19
25	"	Calico Turkey	6 1/2	1	62
77	"	" " "	6 1/2	1	20
✓ 42	"	" " "	6 1/2	2	73
25	"	" " "	8 1/2	1	62
18	"	" " "	8 1/2	1	17
16	"	" " "	6 1/2	1	64
27	"	" " "	6 1/2	1	39
8	"	" " "	4 1/2		34
✓ 22	"	" " "	4 1/2		97
4	"	Gingham	7 1/2		80
15	"	Calico	4 1/2		81
16	"	" " "	4 1/2		92
2	"	Dress goods	12 1/2		25
✓ 32	"	Pink Calico	6 1/2	1	98
8 1/2	"	Dress good	8 1/2		70
2	"	Calico	4 1/2		89
7	"	" " "	5 1/4		87
13	"	dress goods	12 1/2	1	65
15	"	Wigin	12 1/2	1	88
22	"	Cotton flands	2 3/4		95
2	"	White goods	8 1/2		17
3	"	Gingham	7 1/2		22 1/2
8 1/2	"	" " "	6		37
28	"	dress good	16 2/3		46 2/3
					38 45 1/2



132 yds. Dress goods	@ 12 1/2	4 00
8 " worked	" 78	1 44
3 " English	7 1/2	22 1/2
177 " " "	7 1/2	1 27 1/2
25 " " "	7 1/2	1 47 1/2
125 " Dress goods	12 1/2	3 12 1/2
8 1/4 " Lining	16 3/5	67
4 " Red flannel	33	1 32
172 " Jean	22 1/2	16 20
8 1/2 " White flannel	16 3/5	68
26 1/2 " B Domestic	7	1 85 1/2
132 " Dress goods	60 1/2	3 36
5 1/2 " B Domestic	7 1/2	38 1/2
115 " Lining	12 1/2	1 90 1/2
40 " Sheeting	8 3/4	1 60
44 " Lining	8 1/2	2 86
2 p. Slip	83 1/4	66 3/5
12 " Pant	75	9 00
108 yds. " " "	91	11 60
14 " Overall	45	1 80
14 alpaka coat	150	1 50
19 Ross suit	190	17 10
1 " Over cat	190	1 90
2 " " "	125	2 50
4 " Vest	50	2 00
4 " " "	80	25
13 Cat	100	3 00
		<u>97 94 1/6</u>



1/2	steamer	200	16 2/3
1/12	1/2 gal	75	37 1/2
1/2 gal	key spring	100	87 1/2
1/4 gal	fuel oil	750	75
1/12	Long oil cans, 1 gal	200	1 16 2/3
1/12	" " " 1/2 gal	155	90
1/6	Rock - gal	150	25
1 1/2	font cups	35	61 1/4
1 1/4	1/2 gal	78	13 1/2
1 1/2	Relay boards	60	270
40	logos	81	320
25	cake soap	81	75
100#	spice	10	100
1/2 gal	butter mold	28	108
1/2 Case	soap	875	875
18 gal	Box Bling	21	168
12 1/2	Blacking	40	90
1/8	"	75	12 1/2
1/8	Cislers	80	26 2/3
5/12	shoe polish	200	83 1/6
10 #	pipe ground	18	180
2 #	Horse shoe nail	9	18
10 #	Trig Tol	45	450
17 #	Shol	6	104
8 #	Lead	6 1/2	52
130 #	Trig Tol	43	1650
1/4 dy	Link	40	50
1/2	miciloge	21	69
15 #	Roda	5	75
2 1/4	Stitch	3 1/2	1 36 1/2
125 #	King	61	150
100 #	Sulphur	5	200
			5006



18 1/2 #	Coffee @2		7
17 #	Box	75-	75-
15 1/2 #	Refin	6'	33
11 1/2 #	peper	12,	18
13 #	Ginger	15-	45-
11 1/4 #	Mustard	35'	43 3/4
1/2 Box	Ball Polast	30	18 1/2
9 #	Sany	20	1800
1 1/4 #	11 1/4	20	280
2 #	peper ground	18,	36
18 #	Shig	15-	
15 #	As torta	80	20
14 #	Kulmney	80-	80
12 1/3 dy	Twigh on rob-		66 2/3
12 Box	ast-dung,	20	400
17 "	"	50	50
17 #	800 pep. 2g1	60	33-
12 1/2 #	ast-dungs,	20	20
12 #	Clove	25-	25-
12 1/2 #	Crackers Soda,	6	75-
14 Box	Luminal-	20	20
13 1/4 dy	ast dungs,	20	150
12 1/4	" "	50	50
14 "	Sothy Syrup,	125	125
14 "	Poregion	60	60
10 "	Ed Brand	10	33 1/3
12 #	Pill	125	62 1/2
			4230 1/4



1 pair men shoes	@50	50
2 " Brogan	1.80	180
13 Copper Mills	11.03 1/2	100
1 3/4 doz Curry Combs	1.75	56 1/4
134 bolt 10 in 3/4	1 1/2 each	255
139 " 6 in 3/4	3 1/2 "	206 1/2
135 " 4 in 3/4	3 1/2	472 1/2
138 " 8 " "	7 1/2	248 1/2
134 " 6 " "	8 1/2	179
150 " " "	5 1/2	176
128 " 3	1 1/2	39
16 sets Hook and eyes	15 set	90
190 Butes starch	8 1/2 each	3.75
19 Washboards	20 1/2 " "	87
14 sets Bed springs	150	1600
18 mops 1 in	15	75
11 Buf button hook	25	25
127 box wood screws	15 box	435
13 doz Hooks	200	66 2/3
1 Iron bed outfit -	60	60
14 doz Bell from	15	60
14 doz lock gate	25	25
13 doz Hinge	11	45
1 1/4 doz sb-balls	71	18 3/4
12 " Riddle bit	125	62 1/2
14 skillets	15	60
2 Oak Turner	6 1/4	12 1/2
		4032 1/2



✓ 25 # Cotton wool	@ 10 1/2	2	62 1/2
✓ 1 Bb. apple Pider	500	6	00
✓ 9 Bb. @ D. Ch. cool		60	
✓ 2 B. " " " " " " " "	45 " " " "	90	
✓ 3 False Colters	10 1/2 each		62 1/2
✓ 35-10 lb B. in	3 1/2 " " "	7	22 1/2
✓ 3/4 Gate key	500	5	25
✓ 3-1/2 Hones	88 1/2	1	66 2/3
2 single ties	18 "		36
2 homes	65 each	7	30
✓ 1 Last. & iron awl	60		60
✓ 100 Bb.	3 1/2	3	50
✓ 8 of Long Rhing	@ 62 1/2	5	00
✓ 15.0 piece of wire ad.	8 1/2	7	30 1/2
✓ 12 sb plate	65 each	7	80
✓ 8 1/2 " " " " " "	85 " " "	7	83 1/2
✓ 1 gal shoe pegs	12 1/2		12 1/2
50 # Spanish Iron sand	3	1	50
✓ 3. box axle	165	1	65
✓ 1 Key. Cotton pins	100	1	00
25 # " "	8 1/2	2	12 1/2
✓ 40 # " "	6 1/2	3	25
✓ 1/2 doz. Div. Iron	800	2	25
✓ 1/2 " " " "	300	1	50
✓ 1/2 " " " "	200	1	00
✓ 1/2 " " " "	125		62 1/2
✓ 1/2 " " " "	125	2	12 1/2
✓ 1/2 " " " "	75		10
✓ 1/2 " " " "	60		90
✓ 1/2 " " " "	60		20
✓ 1/2 " " " "	30		30
✓ 1/2 " " " "	30		15
✓ 1/2 " " " "	50		35
✓ 1/2 " " " "	75		75
✓ 1/2 " " " "	200		16 2/3
✓ 1/2 " " " "		68	48 1/2



134 g. Spool Thread,	@ 45 -	24 30
12 Thread Cases,	150	3 00
14 for 2 Cans	150	75 00
160 ft. rope	12 1/2 ft.	30
1 Looking Glass	35	35
12 Sewing holder	75	1 50
17 " " "	25	25
1 Spool - wood	50	50
17 " Cotton	50	50
1 " " "	25	25
20 Towel	70	2 00
2 " " Linen	75	30
1 Shovel	50	50
1 " " "	25	25
1 " " Breakfast	25	25
1 " " Linen misses	75	75
17 g. Handkerchief	90	46 2/3
1 Napkin	15	15
1 funnel, for paper-poke	10	10
1 Bucket	25	25
1 London safe Can, Elford	25	25
13 scoops,	50	50
16 Show Cases	75 each	450
1 Ball with swiss	70	42 00
1/4 g. Roach Combs	16	16
2/3 " " "	5	18 3/4
3/8 " " "	5	50
5/8 " " "	20	1 66 2/3
1/2 " " "	80	25
3/4 " " "	75	56 1/4
		97 81 1/2



98 gal best mixed ash color	@125	116.25-
45 # Nail art	25 1/2	12.54
98 1/2 # H shoes	4 1/4	3.31 1/2
128 # " "	6	1.98
132 # " "	5-	1.60
17 1/2 lb, Chain trace	35-	2.62 1/2
112 " " "	45-	5.40
127 ash flaps	78	6.04
1 1/2 by Buckles road	755-	123 3/4
2 bushels Flax seed	7.00	2.00
1/2 gal. horse flour	14.00	7.00
1 Bbl dry bb	50	50
45 gal. Vinegar	28	8.10
100 gal. syrup	28	2.80
12 double shovel	250	5.00
11 oil tank	500	5.00
11 stove, and chimney	9.00	9.00
45 # Leather gloves	35-	15.75-
5 bushels	60	3.00
1 piece upper leather 2 1/2 #	40	1.00
1000 green rocks	7 1/2	7.50
5 # rock leather	27	1.35-
1 Rys the	60	.60
5 gal. Oil	77	5.51
1 Cast box	75	75
2 gal. whey	50	12 1/2
1 lamp	8.00	8.00
7 " "	50	50
		217.58 1/4



1/32	sto Knives	50¢	96
5	Knives	20	100
1/4	Box of Syringes	25	25
2 1/2	H. nails	40	80
1 1/2	Box of	40	65 1/2
1/2	Box of Knives	120	20
2 1/2	Box of Knives	30	30
1/4	Box of Thread	7 1/2	100
1/6	Box of buttons #2	85	77
2 1/2	Box of Buttons	1 1/2	100
1/50	Box of	7	1 1/2
1/2	Box of Knives	150	150
1/2	Box of	150	150
8	Box of Knives	3	24
1/2	Box of Knives	25	25
24	Box of Knives	7	72
12	Box of Knives & Forks	45	180
17	Box of Knives	75	180 1/4
13	Box of Knives	50	150
1/2	Box of Knives	125	125
1/2	Box of Knives	100	100
1/2	Box of Knives	20	24 3/4

144  
 144  
 216  
 1/2 1/2 1/2 1/2  
 1/2 1/2 1/2 1/2



✓ 3/4 d. saddle. milks  
 ✓ 8 riding, bridle,  
 ✓ 3 Halls, "  
 ✓ 4 "  
 ✓ 1 pair Check Saddle  
 ✓ 1 Buck, bands,  
 ✓ 1/2 Hoes  
 ✓ 1/2 ~~stump~~ ~~best~~  
 ✓ 1/2 " Stump best —  
 ✓ 1/2 " Shovel " Coal Shovel  
 ✓ 1/8 " Rakes.  
 ✓ 1/2 " Broom.  
 ✓ 96 1/4 pk, "  
 22 ash large bean, seed,  
 10 "  
 175 " pks, " " " "

@ 200: 16.0  
 900 dg 6.00  
 200 " 3.00  
 900 " 9.00  
 100 "  
 115 — 1.15  
 875 — 5.00  
 175 — ~~7.75~~  
 125 — ~~7.89~~  
 250 7.15  
 800 62 1/2  
 50  
 200 7.00  
 180 per chd 10.10  
 15 pks, 3.30  
 15 " 7.95  
 50 " 8.75  
 + 747 1/2



✓ 5	Buy wool hat	@ 20	2 00
✓ 9	Merino Shown	11 40	1 20
1	" wool	11 70	1 00
6	" "	11 40	2 40
4	" "	75	3 00
2	" "	128	2 54
3	" "	50	2 50
3	" "	75	2 25
3	" "	70	3 00
1	Shet	50	50
1	" Fur	70	1 00
3	" wool	30	90
3	" "	70	3 00
1	" "	70	1 00
2	" "	70	2 00
1	" "	200	2 00
3	" "	58	1 18
3	" "	50	2 50
✓ 1	Buy Hat	0 5 1/2	3 7 1/2
✓ 2	Buy " " Cap	15	30
✓ 5	Chamber with lids	50	2 50
✓ 3	" " " out-lid	40	2 00
✓ 2	# Cotton row	70	1 20
✓ 8	Collar pads	29	2 32
✓ 1	dy back band	150	1 50
✓ 10	yd 60 cloth	22	2 20
✓ 9	So de		46 16 1/2



$$\begin{array}{r}
 21\frac{1}{2} \\
 14\frac{1}{2} \\
 \hline
 8
 \end{array}$$

✓ 1 # Blue mass	60	60.
✓ 1 Box ast. dng and pills	1.00	1.00
✓ 1 bottle ast. " "	25.0	2.50
✓ 8 " " " "	2.00	2.00
✓ 1/2 lb. To. Root	60	50.
✓ 1/4 Dr. Han Candies	75.0	37 1/2
✓ 1/4 of Dye Diamond	75.0	68 2/3
✓ 1/2 " Black Irons Glass	75.0	1.35
✓ 1 box ast. dngs	1.00	4.00
✓ 1/4 of Quinine Key	1.00	25
✓ 1/2 # Madde's	75.0	82 1/2
✓ 1/2 of Perf. Lemon	1.00	66 2/3
✓ 1/4 " Relief Dmg	2.00	1.50
✓ 1 " ast dngs	3.00	50
✓ 1 " " "	1.00	1.00
✓ 1/2 Candy Jar	8.00	1.50
✓ 1 To. Root Butter	50.	50
✓ 1 Lightning Live med	8.00	2.00
✓ 1 L. bottle ast. dng.	7.5	7.5
✓ 1 1/2 " Liniment	2.00	1.83 1/3
✓ 1 " ast. dngs	5.50	5.50
✓ 1/4 " H. B. Sprays	1.50	1.12 1/2
✓ 1 1/4 " Balsam Cap. and ast. dng.	60	75
✓ 1 1/2 " ast dngs	7.00	7.90 2/3
✓ 1 3/4 " rubbers	7 1/2	1.00 1/2
✓ 8 " " " "	7 1/2	60
✓ 1 From last outfit	60	60
		36 12 1/3



1/4 gross matches,	60	75
1/5-M Paper bags	72	12 w
1/2 Ream wrapping paper,	35	70
17 1/2 Jamocha ginger	75	7 25
1/4 gross	25	25
1/3 dy Balf collar,	8	2 66 2/3
1/6 " Cloth "	850	5 8 1/3
1/6 " Lankun	850	5 8 1/3
1/3 " Offa Grob;	720	93 1/3
1 Sanleir Globe	11 dy	12 1/2
1/2 fringing trim,	75	30
1 Bundle-	71 dy	6 1/4
1/4 dy stove joints-	77	1 45
25 # Flax	750	30 1/2
3 # wool	25	75
2 Rifles	8 1/2	46 2/3
1 Sisp harness	300	25
1/2 dy Collars,	850	29 1/2
2 Warts	150	25
2 tin pitcher and wash,	71	75
7 # Rees wax	20	40
50 ft - lines	30	30
17 # Butter	8 1/2	44 1/2
1/6 dy Horned sauce	750	2 60
1 Soda fountain refil.	150	150 00
82 # Bacon	71 1/2	15
171 gal Carochy,	8 1/2	93 1/2
	8186	23



$\frac{12}{2} = 6$   
 $\frac{2}{2} = 1$   
 $\frac{2}{2} = 1$   
 $\frac{2}{2} = 1$

✓ 500 Envelopes	@ 140	70
✓ 1/2 Ream Legal Cap paper,	11 200	50
✓ 2 1/3 dy Mem book	11 40	96
✓ 4 " Countin Books,	11 75	25
✓ 1/2 " Line "	11 40	3 1/2
✓ 1/4 " Table "	11 40	30
✓ 300 Envelopes	11 160	48
✓ 1/2 gross Gen Holders	11 120	60
✓ 100 pins	11 30	2 10
✓ 1 gross printing	11 70	10
✓ 1 gross bk. needle	11 30	30
✓ 1/3 " Blocks	11 2480	7.26
✓ 1 Pistol S & W @	500	6.00
✓ 100 Riddle Knitting Cotton,	40	40
✓ 200 " " " "	40	80
✓ 100 " Hookerchiefs	75	48 1/4
✓ 13 yds garden watering	6 1/2	84 1/2
✓ 1 1/2 g. Cuffs @	200	1 88 1/3
✓ 1/3 " Collar linen	90	1 20
✓ 14 1/2 " needles	27	3 92
✓ 1/2 " White shirt	600	4 00
✓ 1/3 " Red undershirt	400	1 88 1/3
✓ 1/3 " Blocking Brush	200	66 2/3
✓ 1/6 " H " "	250	41 2/3
✓ 1 1/2 " Hose Ladies	700	2 77
✓ 1 1/2 " Wood socks, white	300	13 25
✓ 1 1/4 " " " "	300	3 75
✓ 1/2 " Ladies Belt	400	2 00
		77 1/4



1/2 yd. Ladies Companion	60c	60
1/12 " Face powder	75.	62 1/3
1/2 yd. garters	40	40
1/2 button fastener	60	30
10 yd. fine muslin	40	25
1/2 yd. Ladies Cup	40	33 1/3
1/4 stamping outfit	100	100
1/3 yd. Boy suspenders	100	33 1/3
1/12 " " "	70	58
1/4 " " "	20	60
1/8 yd. ast. under. shirt	20	1 33 1/3
1/12 Hood	30	33 1/3
1/12 Jersey wool	35	33 1/3
123 yd Toweling	10 2/3	384
1/4 " White Croch.	12 1/2	7 1/5
1/9 Vapkins	20	90
1/9 " " "	6.	54
1/4 Towels	8	32
1/9 " " "	30	33
1/12 yd Toweling	7 1/2	282
1/4 Caset	38 1/3	1 33 1/3
1/3 pr. Knit - slippers	38 1/3	66 2/3
1/12 Beech	30	30
1/12 pr. Blouse, mens. dog skin	60	60
2 wood shirt	50	100
1/3 shirt	85 1/3	1 66 2/3
1/12 " " "	50	150
1/4 Looking Glass	40	160
1/2 Ladies Cap	30 1/3	33 1/3
1/7 Jersey wool	53 1/3	33 1/3
		28 66 1/3



172 yds	Knocking white	7 1/2	90
172 "	"	5	160
12 1/2 "	Silk Hankerchief	2	66 2/3
12 "	Gloves,	2	4 00
2 1/2 "	"	2	4 00
12 1/2 "	dy. Lady's Cuffs	2	83 1/3
170 yds	Ribbons	8	85
18 "	Safety Pins	2	66 2/3
4 sets	Cuff holders,	75	25
1 1/2 tufts,	Colton,	7 1/2	90
12 yds	tufts & needles	85	35
1 Ham	"	2	4 00
15 sets	Cuff holders,	125	84
3/4 of	Neckties	5.00	75
15 "	silk floss,	12 1/2	2 50
20 yds	wool	25	18 1/2
1/4 of	Wool	100	16 2/3
1/5 "	dress shield	750	7 50
1 set	button	50	3 00
4 yds	expence	750	1 00
1/2 "	rubber "	60	45
3/4 "	" Cedar	75	7 1/2
1/2 "	" slate	30	10
1/4 of	fan	40	1 00
1/4 "	Brush	20	1 00
1/2 "	"	100	1 00
1/4 "	shoe string	75	8 3/4
1/4 of	Shoering	50	45 1/8
1/12 "	Shoering	60	25
1/12 "	Shoering	40	28 1/2
1/12 of	Pipes		33.32 1/2

3/400  
 1/100  
 2/200  
 3/300



✓ 1-1/4 dz	Truck Combs	@ 400 dz.	50
5/8 "	H Combs	50	42 1/2
✓ 1 "	Publ "	75 -	75
5/8 "	Truck "	75 -	62 1/2
7 1/4 "	Trunk " ast-	60	76
✓ 3-1/4 "	Publ " "	75 -	2 43 3/4
" "	Trunk " "	40	40
1-1/2 "	Tooth Brushes	60	1 15
2/3 "	Crossing needles	2 1/2	20
1/12 "	Collogues & face powder	2 w dy.	76 2/3
1/2 "	rep - Bonnet string	2 w " rebt	00
1 "	pk needle ast	30	30
2 dz softy -	pin	55 dy.	10
3/4 "	penstoffs	20 "	16
87 Box	ast jewelry	2 w "	2 00
1 "	ast - ast ornaments	25 -	25
1 pr	specks, @	75 -	16
✓ 1 Box	comb. comb	40	40
1/2 dz	linen thread	75 -	43 3/4
<del>4 1/2 dz</del>			
4 1/2 dz	Silk	75 -	67 1/2
1/2 "	lytle Cologne	700	60
2 "	ball boxes	7 1/2	75
70 1/2 "	" " " wool	18 -	16
1/4 "	button eyes	80	7 1/2
1/2 "	Lace needles	50	15
8/3 "	Pencils, holder	725	84
			14 73 1/10



7. 1/2 shoes

7 11 11  
7 11 11  
7 11 11  
7 11 11  
2 11 11

Men shoes

1 11 11 11 11  
1 11 11 11 11  
1 11 11 11 11  
1 11 11 11 11

8 11 11 11 11

2 11 11 11 11

3 11 11 11 11

2 11 11 11 11

2 11 11 11 11

1 11 11 11 11

1 11 11 11 11

3 11 11 11 11

4 11 11 11 11

10 11 11 11 11

12 11 11 11 11

9 11 11 11 11

10 11 11 11 11

24 11 11 11 11

19 11 11 11 11

7 11 11 11 11

21 11 Men shoes

11 11 Lady shoes

7 11 Men shoes

10 11 Bare shoes

12 11 Baby shoes

7 00	1 00
65	65
1 00	1 00
65	65
1 00	1 00
65	1 30
85	4 20
1 00	7 00
1 00	7 00
1 25	7 25
1 50	9 00
1 25	7 50
1 00	2 00
1 00	3 00
1 25	2 50
1 00	2 00
2 00	2 00
1 00	1 00
1 00	1 00
1 00	5 00
1 00	4 00
60	6 00
60	6 60
25	2 25
50	5 00
60	14 40
45	8 55
60	3 50
90	18 90
80	6 60
60	4 20
45	4 50
40	80
	12 5 40



11340 Velvet  
 11340

9 pair shoes,

4 " "

4 " "

7 " "

✓ 24 " "

2 " "

8 " "

8 " "

7 " "

7 " "

7 " "

5 " "

7 " "

7 " "

8 " "

7 " "

7 " "

7 " "

7 " "

8 " "

7 " "

7 " "

7 " "

7 " "

✓ 7 " "

✓ 2 " "

Slipper shoes,

over shoes, shoes

Slipper shoes.

"Tributit" 6" with  
 Mr. it John's shoes"

35	74	57
85		85
75	2	25
75		300
770		440
725		725
75		300
75		150
100		100
725		125
75		75
49		49
60		65
100		100
170		170
100		100
800		800
105		105
250		250
100		100
250		250
50		50
874		100
700		100
700		100
75		75
700		700
49		49
700		700
		6.7



H.D.Wilson et als.

Defendants.

ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of Lee Jones to a bill in chancery exhibited against him and others in this honorable court by J.W.Howard & Co.

Respondent says that ~~xxxxx~~ the complainants' bill is not sufficient in law to call upon him to answer it in this honorable Court, but that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer &c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering he says:

That it is true that on the 30th day of August 1894, J.W. Howard ~~xxxxx~~ and C.E.Howard, partners doing business under the firm name and style of J.W.Howard & Co., and J.F.Howard made, executed and delivered a deed of trust on a stock of goods situated at Olin er, Virginia, consisting of dry goods, notion groceries, clothing, soda fountain, &c.as per invoice of which this respondent had a copy, amounting to ~~\$1391.00~~ \$1391.00 This conveyance was in trust for the purpose of having said goods restored to the possession of the said J.W.Howard & Co. and for that purpose, to induce and procure one H.D.Wilson to go upon and execute three notes as the surety of the said J. W.Howard & Co., and J.F.Howard, and to secure and hold harmless the said Wilson as the security on said note. And it was made the duty of the said trustee upon request in writing by the said H.D.Wilson, and upon proof of the amount that he had paid by reason of being the surety on said notes, to sell said ~~xx~~ stock of goods or so much of them as might be necessary for cash in hand and out of the proceeds thereof to pay to the sad said Wilson the sum shown to be due him, by reason of his suretyship on said notes and the execution of said trust, all of



which will more fully and at large appear by reference to said deed of trust which is herewith filed as part hereof, marked "Trust Deed".

Respondent will now show your honor that after the execution of said trust deed, said goods wares and merchandise embraced and described therein (which were then in the possession of the Sheriff of said County on attachment proceedings sued out against J.F.Howard by J.S.Moore & Co.) were restored to the possession of the said J.W.Howard & Co., who a day or two thereafter employed, as your respondent is informed, one W.H. Johns as a clerk to aid them in the sale of said goods. Your respondent understood it to be the agreement upon the part of the said J.W.Howard & Co., to deposit in the ~~Bank of~~ Appal- lachian Bank, at Big Stone Gap, the money received by them for the sale of said goods sufficient to pay off the said three notes executed to the said J.S.Moore & Co. amounting to \$418.00 for which the said Wilson was surety as aforesaid, and so understanding said agreement, and that it was mutually satisfactory to the said Wilson and the said J.W.Howard & Co, your respondent took no further care of the matter until the 11th day of January 1895, when he received a written notice from H.D. Wilson informing respondent that he had had to pay and had paid the second of said three notes for \$139.33 with its interest, which became due and payable Dec.31st 1894, and requiring this respondent to sell enough of said goods conveyed to him in said trust deed to repay to the said Wilson the sum so paid by him, all of which will more fully and at large appear by reference to said written notice herewith filed as part hereof marked "Notice". Respondent at once advertised said goods for sale and on the 1st and 2nd days of February 1895, after having advertised the time place and terms of said sale, for 20 days, as required by the terms of said trust deed, proceeded to have an invoice made of the goods, wares and merchandise still on hand and in the possession of the said J.W.Howard & Co., which said inventory thus taken showed goods still



on hand amounting at the invoice price to \$509.41 1/6. Said invoice is here filed marked "Invoice". After taking said invoice, your respondent proceeded to sell at public auction to the highest bidder goods to the amount of \$155.00.

It is true that the invoice price of said goods was \$541. but respondent denies that they were reasonably worth that sum. They were largely remnants, not at all salable, but let them be worth what they might have been, they only brought the sum of \$145.00 to \$155.00, and respondent did everything in his power to obtain for them the highest possible price. It is true that after selling said goods there remained in the possession of your respondent goods amounting to \$168.35 at the invoice price. It is true that your respondent has refused to deliver the same or any part thereof to the complainants. The reasons for which action respondent will now state to your honor: Respondent was informed by the said H.D.Wilson that the third and last of the notes executed to the said J.S.Moore & Co., upon which he, Wilson, was security was still unpaid. Said Wilson notified your respondent to retain the possession of said goods until said note was paid, and informed him that if he did not do so, that he, Wilson, would hold this respondent responsible for said goods. In addition to that before respondent could have delivered said goods under the terms of said trust deed the firm of Bamberger Bloom & Co. had instituted a suit against the said Howards and made this respondent a party thereto, claiming a large debt against said Howard and seeking to subject said goods to the payment thereof. Respondent will now state to your honor that said cause is still pending in your honor's court, and he refers to the same and asks your honor to read it in connection with this, his answer.

Respondent has heard read the answer of his co-defendant, W.H.Johns, in which the said Johns accounts for the whole amount of said invoice of \$1391.00; he believes said answer to be true, and he adopts the same in that particular as part of his answer.



Respondent here states that in this whole matter he has acted simply as a trustee; that he has no interest whatever in the matter and is ready and willing that any proper decree which fully protects him, should be entered. And now having answered, he prays to be hence dismissed with his costs.

Duncan & Hyatt p.d.



H. D. Wilson et al  
answer  
advs of  
Lee Jones

J. W. Howard & Co.

---

Filed in open Court  
and by leave thereof  
March the 6<sup>th</sup> 1875  
A. B. Munsey  
Clerk



H.D.Wilson et als.

Defendant

Ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs.

To the Honorable W.T.Miller, Judge of the Circuit Court  
for Lee County, Virginia:

The separate demurrer and answer of H.D.Wilson to a bill in  
chancery exhibited against him and others in this honorable  
Court by J.W.Howard & Co.

Respondent says that the complainants' bill is not suffic~~ient~~  
cient in law to call upon him to answer it in this honorable  
Court, but that there is good cause of demurrer thereto, and  
he demurs accordingly and prays judgement of his said demurrer

And not waiving said demurrer, but relying and insisting  
there, should other and further answer be required of him, an-  
swering, he says: That it is true that on the 30th day of  
August 1894, complainants and J.F.Howard made executed and de-  
livered a deed of trust on a stock of goods at Olinger, Va.,  
consisting of dry goods, groceries &c., to the said Lee Jones,  
Trustee, and respondent supposes that an invoice of said stock  
of goods was made at the time of the execution of said trust  
deed; and he supposes the same amounted to \$1391.00, though of  
this he has no personal knowledge. The purpose of said trust  
deed was to induce your respondent to execute with the said  
Howards and as their surety three notes amounting in the aggre-  
gate to \$418.00, which notes were made payable in two, four  
and six months from date, and to indemnify him from any loss  
that might result from said suretyship, and to repay to him  
by a sale of said goods, or enough thereof for the purpose, of  
any sum which he might have to pay on said notes by reason of  
said suretyship. And in said deed of trust it was provided  
that if respondent did have to pay any sum on said note, then  
that said trustee, upon being required so to do by your res-  
pondent in writing, to sell said goods or so much of them as  
was necessary for cash in hand and out of the proceeds thereof  
to pay your respondent the sum shown to be due him.



Respondent will now show your honor that after the execution of said trust deed, the said J.W..Howard & Co. were restored to the possession of said goods (the same having been theretofore levied on and taken possession of under attachment proceedings by L.M.Wade, Deputy sheriff) and went to selling the same, and a day or two thereafter, they employed as respondent is informed one W.H.Johns as a clerk to aid them in the sale of said goods, stipulating, as respondent is informed believes and charges, in the writtten agreement between the said Johns and themselves, to turn over cash to the amount of \$418.00 to be paid on the notes then in the Appalachian Bank, endorsed by your respondent. After this your respondent rested secure believing said ~~xxx~~ Howards would protect one who had befriended them . He rested easy in mind until about the last of December 1894, when he was called upon to pay, and had to pay the second of said notes, to wit, the sum of \$139.33 with the interest thereon for four months. And on the 11th of January 1895 pursuant to the terms of said trust deed he gave the said Lee Jones, Trustee a written notice to sell said stock of goods or enough thereof to repay to him the sum thus paid on said note, and in accordance with said written notice the said Jones on the 1st and 2nd days of February 1895 did sell enough of said goods to repay him the sum which he had paid out. Respondent does not know the amount of goods so sold, what they were invoiced at, or what they were really worth, but he does know that so far as he could see, the said Jones obtained for said goods and each article thereof, as much as said goods would bring under the terms of sale, which was cash down.

Respondent denies that W.H.Johns was his agent; but upon the contrary he here asserts that the said Johns was employed by the said J.W.Howard & Co.; that he was paid by them out of said stock of goods; that they, the said J.W.Howard & Co. were to turn over to the said Johns a sum sufficient to pay off and discharge said three notes aforesaid. Said Johns was not the agent of your respondent to make retail sales, of said goods.



With the sales of them, or the manner thereof, respondent had nothing whatever to do. The goods after said trust deed was executed were returned to the possession of the said J.W.Howard & Co., both of whom remained there a great deal of the time, and one or the other of them, almost all the time from the execution of said trust deed up to the 1st of February 1895. And respondent has been informed, believes and charges that the said Howards controlled said business, and gave general directions how said goods should be sold, and they and ~~th~~ their clerks, W.H.Johns, sold them as they were sold. Respondent gave no directions in reference thereto. It was not at his request by his consent or with his knowledge that any of said goods were sold on a credit; that the money received from sales thereof was wasted or misapplied. And had your respondent known that such was being done he would have required said trustee to have taken possession of said goods much quicker than he did.

Respondent says it is true as before stated that said trust deed was executed on the 30th day of August 1894, but it is not true that at the same time, the said Johns entered said store as the agent of your respondent, and took possession of said goods.

Respondent does not know how many of said goods were sold either by the said Johns, by the said J.W. or the said C.E. Howard, or by all of them together between the 30th day of August 1894 and the 20th day of January or the 1st day of February 1895; nor does he know the invoice price, or the value of the goods remaining on hand on said last mentioned days. But respondent denies that said goods were sold, such as were sold, by his agent or that he had anything to do therewith. He denies that the said Johns, as his agent, collected any money from persons indebted to the said firm of J.W.Howard & Co. for goods previously sold. Said Johns may have made collections on debts due the said firm, but if he did so, he made said collections for the said Howard, and as their agent.



Respondent denies that on the 20th day of January 1895 or on the 1st day of February 1895, or any other day that he knew of the amount of sales which the said Johns had made, or the amount of money collected by him from old customers of the said firm.

Respondent says it is true that he claims there were no funds from the sale of said goods to meet said second note, and well he might do so, because, as surety for said parties, he had to pay the same himself.

Respondent does not know how much if anything the said Howards were damaged but he most emphatically denies that he is liable to them for any part of said damages if there were any. He did not cause said damages; he had no control of said business; and was as anxious as any person could be that it should be conducted properly, at least until enough was realized therefrom and properly turned over for the purpose to pay off said notes and relieve him from responsibility thereon. Respondent says the third and last of said notes became due on March 1st, and he fears he will have to pay it, and he respectfully asks that the goods still in the hands of said trustee be held for his indemnity.

Respondent now having answered said bill as fully as he is advised that it material for him to answer, and here ~~expressly~~ again expressly denying that said Johns was his agent, or that he in anywise controlled his actions while he was so clerking for the said Howards or that he in any way ~~consented~~ consented to the mismanagement of said business, and here expressly denying every allegation in said bill intended in any way to charge make or hold him responsible for any of the acts of said Johns or of the said Jones, Trustee, and denying generally every allegation not hereinbefore admitted and explained, or denied, prays to be hence dismissed with his costs &c.

Duncan & Hyatt p.c.



H. D. Wilson et al

ads.  $\begin{matrix} \searrow \\ \searrow \\ \searrow \end{matrix}$  Answer of  
H. D. Wilson.

J. W. Howard & Co

Filed March the 8th  
1874

A B Munsey  
Clk



J.W.Howard & Co.

Plaintiffs.

vs.

In Chancery.

Lee Jones et als.

Defendants.

This cause came on again this day to be heard upon the papers formerly read and the decree entered at the last term of this court suggesting the non-residency of the plaintiffs, and requiring them to execute bond before the clerk of this court in the penalty of one hundred and fifty dollars to secure the costs of this suit by the first day of September 1895, *and was argued by counsel* ~~and it~~ appearing to the Court that the said complainants have failed and refused to execute said bond, it is there fore adjudged ordered and decreed that the complainant's bill be dismissed, and that the defendants recover against the complainants their costs abaout their defense in this case expended, for which execution may issue. And the cause is stricken from the docket.



J. W. Howard & Co

vs.  $\frac{3}{2}$  Decree final

Lee Jones et al

O.B.P. 248

Enter this decree  
Nov. 8th 1895.-

W. L. M.



J. W. Howard & Co }  
vs } In chy  
Lee Jones et al }

It being suggested that the Plaintiffs in this cause are not residents of the State of Virginia, it is ordered that unless the Plaintiffs shall by the 1st day of September 1895 file with the clerk of this Court a good & sufficient bond for security for the costs <sup>in the penalty of \$150.00</sup> herein this cause shall stand dismissed as of the date last named - Plaintiffs being allowed till that date to file said bond by consent of defendants.



J. W. Howard & Co.

no } Deceit

Lee Jones et al

Enter

M L M

June 11<sup>th</sup> 1895.

Entered in City  
Order Book ✓  
Page 213



J. W. Howard & Co.

vs. Deere

H. D. Wilson & others

This day came the defendants H. D. Wilson, W. H. Johns and Lee Jones, by counsel, and filed herein separate demurrers and answers to the bill of complaint, to which the plaintiffs replied generally, and this cause is continued.



In Chancery  
J. W. Howard & Co

vs. } Deere

H. D. Wilson et  
al

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Enter this.  
Mar 6<sup>th</sup> 1895

M. J. M.

O. B.

Page 158



Lee. Jones Frost

"Lee Jones"



P.(1)

Invoice of the Howard  
Stock of Goods For  
Lee Jones.

January, 30<sup>th</sup> 1895-

To 6 Show Cases @ \$7 <sup>50</sup> / <sub>100</sub>	42.00
" 55 <sup>2</sup> / <sub>3</sub> Doz Spool Thread @ 45 <sup>c</sup>	24.75
" 2 Spool Cases @ 150	3.00
" 1 Pr. Counter Scales @ 15 <sup>00</sup> / <sub>100</sub>	15.00
" 2 Twine Holders @ 75 <sup>c</sup>	1.50
" 1 " " @ 25 <sup>c</sup>	.25
" 1 Bag Tunnel @ 25 <sup>c</sup>	.25
" 3 Sugar Scoops @ 15 <sup>c</sup>	.45
" 4 Cans Mixed Paint @ \$1.25	5.00
" 22. Mule Shoes @ 5 <sup>c</sup>	1.10
" 12 <sup>1</sup> / <sub>2</sub> Pr. Trace Chains @ 45 <sup>c</sup>	5.62 <sup>1</sup> / <sub>2</sub>
" 4 <sup>1</sup> / <sub>2</sub> " " @ 35	1.57 <sup>1</sup> / <sub>2</sub>
" 1 Doz. Wood Bkts @ 135 <sup>c</sup>	1.35
" <sup>1</sup> / <sub>2</sub> " Stocked Plows @ 14 <sup>00</sup> / <sub>100</sub>	7.00
" 43. Gall. Vinegar @ 18 <sup>c</sup>	7.74
" 6 " Syrup @ 28 <sup>c</sup>	1.68
" 2 D. Shoes @ 250	5.00
" 1 Oil Tank @ 5.00	5.00
	<hr/> 128.27



1 Stove & Piping	@ 9 <sup>00</sup>	9.00
" 100 Grain Bags	@ 7½ <sup>c</sup>	7.50
" 3 Scythes	@ 60 <sup>c</sup>	1.80
" 18 Towels	@ 10	1.80
" 1 Shawl	@ 60	60
" 1 B- Shawl	@ 25 <sup>c</sup>	25-
" " " "	" 27	27
" 1 Doz Handkerchiefs	@ 75 <sup>c</sup>	75-
" 1 Powder Can & Flask	@ 75-	75-
" 8 Clevises	@ 7 <sup>c</sup>	56
" 2 L- "	@ 45 <sup>c</sup>	90
" 5 H. Containers	@ 10½"	52½
" 35 Bolts	@ 3½ <sup>c</sup>	1.22½
" 20 Pin Hinges	@ 25 <sup>c</sup>	5.00
" 1 " Hames	@ 33½ <sup>c</sup>	385
" 2 Single Trees	@ 18 <sup>c</sup>	36
" 100 Bolts	@ 3½ <sup>c</sup>	3.50
" 6 ½ Doz L. Churns	@ 67½ <sup>c</sup>	4.01
" 30 Pcs Glassware	@ 8½ <sup>c</sup>	4.25-
1 Set Plate	@ 65-	.65-
" 1 Kg. Clothes Pins	@ 100	1.00
		<u>44.93½</u>



P-3-

40	5	Pkts. @ 25 <sup>c</sup>		
"	1/2	Doz. Sifters @ 20 <sup>00</sup>	1.25-	
"	1 3/4	" Cake Pans @ 125 <sup>00</sup>	2.19 1/2	
"	13	Wash Pans @ 5-	.65-	
"	1/3	Doz. Qt. Cups @ 60 <sup>cts</sup>	.20	
"	1/3	" Strainers @ 60	.20	
"	10	Cake Cutters @ 2 1/2 <sup>c</sup>	.25-	
"	1/2	Doz. Dippers @ 35 <sup>c</sup>	17 1/2	
"	1/2	" Pie Pans @ 35 <sup>c</sup>	17 1/2	
"	4	Curry Combs @ 6 1/4	25-	
"	34	Bolts, 10 x 7/8 @ 7 1/2 <sup>c</sup>	2.55-	
"	1/2	Doz. Wash Pans @ 75	.37 1/2	
"	135	Bolts @ 3 1/2 <sup>c</sup>	4.72 1/2	
"	48	3 in Bolts @ 1 1/2 <sup>cts</sup>	.63	
"	71	6 x 1 1/2 Bolts @ 3 1/2 <sup>c</sup>	2.48 1/2	
"	249	act. Bolts @ 3 1/2	8.71 1/2	
"		Hooks & Eyes @	90	
"	95	B48. Starch @ 3 1/2	3.32 1/2	
				30.05-



To 7 Wash Boards	@ 20 $\frac{1}{2}$	1.43 $\frac{1}{2}$
" 2 Sets Red Springs	@ 1.00	2.00
" 1 Auger	@ 75 <sup>c</sup>	75-
" 1 Bt Button Hooks	@ 25 <sup>c</sup>	25-
" 28 " Woodscrews	@ 15 <sup>c</sup>	4.20
" 4 Doz. Nails	@ 15-	.60
<del>" 1 Bt. Gate Locks etc.</del>	<del>@ 25-</del>	<del>.25</del>
" 1 Skillet	" 15-	15-
" 4 Bridle Bits	@ 125 <sup>dog</sup>	41 $\frac{3}{8}$
" 1 # Copperas	@ 2	02
" 1 # Borax	@ 15-	15-
" 5 $\frac{1}{2}$ # Rosin	@ 6	33
" 1 $\frac{1}{4}$ # Mustard	@ 35 <sup>c</sup>	43 $\frac{3}{4}$
" 8 # Ground Spice	@ 15 <sup>c</sup>	1.20
" 4 $\frac{1}{2}$ # Cr. Tartar	@ 40 <sup>c</sup>	1.80
" 10 <sup>dog</sup> # Nutmeg		.60
" $\frac{2}{3}$ Doz. Death on rats	@ 100 <sup>dog</sup>	66 $\frac{2}{3}$
" 2 Bx Ast. Drugs	@ 2.00	4.00
" 1 " " "	@ 5.0	5.0
" 1 " " "	@ 2.00	2.00
" 1 Doz Liment		<u>2.50</u>
		2375-



P. 5-

20 $\frac{3}{4}$ Doz. asst. Drugs	@ 2 <sup>00</sup>	1.60
" 1 " " "	@ 50	50
" 11 Bot. Soothing Syrup	@ 12 <sup>5</sup>	1.15
" 2 doz. Bats Paragoric	" 60	1.20
" $\frac{1}{2}$ " Tie. Oil	" 16 <sup><math>\frac{2}{3}</math></sup>	1.00
" $\frac{1}{3}$ " Camphor	" 100	3 5 <sup><math>\frac{1}{2}</math></sup>
" 8 Bats Mustard	" 2 <sup><math>\frac{1}{2}</math></sup>	20
" $\frac{1}{2}$ doz. <sup>9</sup> Quick relief	" 16 <sup><math>\frac{2}{3}</math></sup>	1.00
" 1 " J.P.S. Quick relief	" "	2.00
" $\frac{1}{4}$ " " " "	" "	50
" 8 Bats. Big G.	" 33 <sup><math>\frac{1}{3}</math></sup>	2,66 <sup><math>\frac{2}{3}</math></sup>
" 1 asst. Drugs		1.00
" 7 Bats. Sparks Lin-	" 16 <sup><math>\frac{2}{3}</math></sup>	1.16 <sup><math>\frac{2}{3}</math></sup>
" 2 " Laudanum	" 2 <sup><math>\frac{1}{2}</math></sup>	.06
" 7 " Y. Iron	" 2 <sup><math>\frac{1}{2}</math></sup>	17 <sup><math>\frac{1}{2}</math></sup>
" 4 " British Oil	" 5-00	20
" 1 Doz. B. - Cobelia	" 5-	60
" 7 Bats. " "	" 5-	35

16.59



P-6-

Go 10	Bot. Oil Spike at	6 $\frac{1}{2}$	\$ 60
" 6	" Woman's Relief	66 $\frac{2}{3}$	4.00
" 3	" Lightning Med.	33 $\frac{1}{3}$	1.00
" 8	" Worm Killer	16 $\frac{2}{3}$	1.33 $\frac{1}{3}$
" 4	B&S H. & C Powder	12 $\frac{1}{2}$	50
" 4	" Corn Killer	6 $\frac{1}{4}$	25
" 4	Bot. Tooth A - Drops	16 $\frac{2}{3}$	66 $\frac{2}{3}$
" 7	" Mach. Oil	6 $\frac{1}{4}$	48 $\frac{3}{4}$
" 10	Pkgs D - Eye	6 $\frac{1}{4}$ each	62 $\frac{1}{2}$
" 48	Cans Baking Powder	5 <sup>cts</sup>	2.40
" 1 $\frac{3}{4}$	Lbs Spice	10	17 $\frac{1}{2}$
" 59	B&S Soapine	@ 3 $\frac{3}{4}$	2.21 $\frac{1}{4}$
" 77	" Blueing	@ 21 <sup>cts</sup> doz	1.84 $\frac{3}{4}$
" 19	" Blacking	" 40	.60
" 70 $\frac{3}{4}$	Sets knitting needles	" 3 <sup>doz</sup>	2.10
" 16	doz B. knives	" 120	.30
" 1	" Shimbles	" 30	.30
" 2	Balls Shor Thread	" 6 $\frac{1}{4}$ doz	12 $\frac{1}{2}$
" 1 $\frac{1}{2}$	doz Lamp Burners	" 85	42 $\frac{1}{2}$
" 56 - 44	Cartgs -	" 1 $\frac{1}{2}$	.84
" 1 B4	Peg attelo		10
			<hr/> 20.53 $\frac{3}{4}$



Go 1 Set knives	45	45
" 3 " G. Spoons	6 $\frac{1}{4}$	18 $\frac{3}{4}$
" 227 Lamp wicks		90
" 7 Sets Big Spoons		.65
" 1 Cash Drawer		1.70
" 2 $\frac{1}{3}$ doz. Knitting cot.	40	90
" 27 yds. Sewing	16 $\frac{2}{3}$	4.50
" 14 $\frac{1}{2}$ " "	"	2.41
" 9 $\frac{1}{2}$ " White Cape	12 $\frac{1}{2}$	1.18 $\frac{1}{4}$
" 4 Napkins	10	.40
" 12 " "	6	.72
" 2 Corsets	33 $\frac{1}{3}$	66 $\frac{2}{3}$
" 2 Undershirts	"	66 $\frac{2}{3}$
" 1 doz Beads	30	30
" 1 Looking Glass	50	50
" " " "	33 $\frac{1}{3}$	33 $\frac{1}{3}$
" " " "	6 $\frac{1}{4}$	06 $\frac{1}{4}$
" " " "	33 $\frac{1}{3}$	2.33 $\frac{1}{3}$
" 7 Ladies Caps		18.96 $\frac{3}{4}$



P. 8.

4 1/2 doz. Bros. Garters	@ 40	.60
" 2 Towels	15-	.30
" 248 Envelopes	Per <sup>m</sup> 240	.60
" 19 Man. Books		.60
" 2 " "	7 1/2	15-
" 4 Chambers & Lies	50	1.00
" 2 " "	40	.80
" 5 Collar Pads	29	1.45
" 9 Back Bands	16 1/2	1.12 1/2
" 7 Saddle Girths	16 2/3	1.16 2/3
" 14 doz Bridles	200	2.50
" 16 " B. Bridles	9 00 200-	1.50
" 14 Hore	3.75-	4.87 1/2
" 10 Stirrups	1.75-	1.45 5/6
" 7 " "	1.25-	70
" 1 Girth Shoof	3.50	2.00
" 1/2 doz rakes	3.00	.85
" 1 Broom	2.00	1.60
" 1414 <del>#368</del> Paper Page	2.40 <sup>m</sup>	3.00
" 14 Quire Trap- Paper		40
" Calf Skin Collar		150

28.88



40 2	Jugs	10	.30
" 1	Cloth Collar	30	.30
" 1	Coffee Pot	<del>200</del> 1.00	.08 $\frac{1}{2}$
" 6 1/2	Pen Holders	<del>200</del> 1.20	.60
" 7 Doz.	Papers Pins	30	2.10
" $\frac{2}{3}$	" Linen Collars	90	.60
" 7	Pair Cuffs Mens	<del>200</del> 2.00	1.16 $\frac{2}{3}$
" 237	Papers Needles	<del>200</del> 27	4.86
" 8	Bets	38 $\frac{1}{2}$	2.66 $\frac{2}{3}$
" 13 yds	Kingham	12 $\frac{1}{2}$	1.62 $\frac{1}{2}$
" 1	Boys Shirt	1.90	1.90
" 3	Light Coats	1.00	3.00
" 2 Pr.	Overalls	45	.90
" 6	" Boys Pants	1.75	8.75
" 1/2 Doz	Elbows		8 $\frac{1}{2}$
" 5	Lace Crockery	8 $\frac{1}{2}$	42 $\frac{1}{2}$
" 1 Pt	Blue Mass	60	.60
" 3 1/2	Pills	20	75
			<hr/> 31.30 $\frac{1}{2}$



To $\frac{1}{2}$ doz. Plaster	150	1.35
" 5# Madder	12 $\frac{1}{2}$	63 $\frac{1}{2}$
" $\frac{1}{2}$ doz. Candy Jars	3.00	1.00
" 1 <sup>doz</sup> Jobb Cutter	50	.50
" 20 <sup>doz</sup> Rubber Bands	7 $\frac{1}{2}$	1.50
" 1 Show Case ext. But.	6.50	6.50
" 8 doz & 7 Pencils	7.50	2.10
" 4 $\frac{3}{4}$ " "	1.50	.60
" 6 " "	75-	35-
" 28 Yds Russian	7 $\frac{1}{2}$	2.10
" $\frac{1}{3}$ doz Pr. Kloos	2.00	66 $\frac{2}{3}$
" $\frac{1}{2}$ " " Cuffs	2.00	1.00
" 9 Pr. Cuff Holders	2.00	1.50
" 2 Neckties		.20
" 36 Yds Veiling	12 $\frac{1}{2}$	4.40
" $\frac{2}{3}$ doz Dress Shields	1.00	66 $\frac{2}{3}$
" $\frac{1}{6}$ " H. Brackets	38 $\frac{1}{2}$	66 $\frac{2}{3}$
" $\frac{5}{12}$ " " "	76 $\frac{2}{3}$	83 $\frac{1}{3}$
" $\frac{3}{4}$ " Shaving Brushes	6 $\frac{1}{4}$	56 $\frac{1}{4}$
" $\frac{1}{2}$ " Truck Combs	40	20
" 1 " "	6 $\frac{1}{4}$	106 $\frac{1}{4}$

27.85 $\frac{1}{3}$



P 11

4	28 Course Combs	@ 6 $\frac{1}{4}$	1.75
"	1 doz. Tooth Brushes	75	.75
"	2 Sets Violin Strings	<sup>202-</sup> 2.00	.33 $\frac{1}{3}$
"	15 Pen Points	07 $\frac{1}{2}$	.07 $\frac{1}{2}$
"	13 doz Balls Tape	" 10	.03 $\frac{1}{3}$
"	15 $\frac{1}{2}$ # Sulphur	.05	77 $\frac{1}{2}$
"	1 Alpaca Coat	1.50	1.50
"	4 Yds. Cambric	7 $\frac{1}{2}$	.50
"	12 Hats	72 $\frac{1}{2}$	8.70
"	1 "	2.00	2.00
"	3 "	1.25	3.75
"	11 Boys Hats	8 $\frac{1}{3}$	91 $\frac{2}{3}$
"	29 " "	16 $\frac{2}{3}$	4.83 $\frac{1}{3}$
"	1 P. Shoes	1.00	1.00
"	1 " "	1.10	1.10
"	1 " "	1.00	1.00
"	1 " "	1.25	1.25
"	1 " "	1.00	1.00
			<u>31.06<math>\frac{2}{3}</math></u>



P-12 -

Go	1	Pr.	Shore	@ 75	70
"	1	"	"	2.50	2.50
"	1	"	"	2.50	2.50
"	1	"	"	1.50	1.50
"	3	"	"	75	2.25
"	1	"	"	1.00	1.00
"	1	"	"	1.50	1.50
"	1	"	"	1.50	1.50
"	2	"	"	1.50	3.00
"	1	"	"	1.20	1.20
"	1	"	"	1.00	1.00
"	1	"	" 8	70	70
"	1	"	"	1.00	1.00
"	1	"	"	1.50	1.50
"	6	"	"	50	3.00
"	4	"	"	50	1.50
"	9	"	"	33 $\frac{1}{3}$	3.00
"	7	"	"	25	1.75
"	3	"	Rubbare	37 $\frac{1}{2}$	11.25
"	3	"	Shore	125	3.75
"	1	"	" 8	90	90
"	1	"	" 8	75	75
				37.67 $\frac{1}{2}$	



Go.	1	hat		
"	2	"	50	75
"	3	"		1.00
"	23	"	16 $\frac{2}{3}$	50
"	4	"	10	2.50
"	6	"	36 $\frac{1}{2}$	1.46
"	3	"	40	2.40
"	3	"	50	1.60
"	3	"	50	1.50
"	4	"	40	1.60
"	3	"	16	.48
"	4	"	40	1.60
"	6	"	50	2.50
"	1	"	37 $\frac{1}{2}$	37 $\frac{1}{2}$
"	1	Lady hat	70	70
"	1	"	40	40
"	4	"	25	1.00
"	2	"	16 $\frac{2}{3}$	35 $\frac{1}{3}$
"	2	"	7 $\frac{1}{2}$	15
"	1	"	62 $\frac{1}{2}$	62 $\frac{1}{2}$
"	1	"	2.00	2.00
"	1	"	75	75
				<hr/>
				24.92 $\frac{1}{3}$



P 14

Go 1 Lady Hat	75	75
" 3 " <del>50</del>	50	1.50
" 1 " "	125	1.25
" 11 Bts. Fish Hooks		.50
" 4 Purses	6 $\frac{1}{4}$	.25
" 9 Combs	5	.45
" 7 Bts. Sloanedown	7 $\frac{1}{2}$	52 $\frac{1}{2}$
" $\frac{1}{2}$ Doz. Cr. L. Needles	2 $\frac{1}{2}$	15
" 1 Fan	75	75
" 3 Rubber Erasers	2 $\frac{1}{2}$	0 7 $\frac{1}{2}$
" 4 $\frac{1}{2}$ Yds Webbing	6 $\frac{1}{4}$	28
" 10 " "	6 $\frac{1}{4}$	62 $\frac{1}{2}$
" 2 Bibles	7 $\frac{1}{2}$	15
" 2 Rat Traps	6 $\frac{1}{4}$	12 $\frac{1}{2}$
" 1 Hand Bag	20	20
" 7 $\frac{3}{4}$ Yds. Crynolyn	6 $\frac{1}{4}$	50
" 39 " Velvet	35	13.65
" 3 " "	35	1.05
" 4 Vests	25	100
2 Boys Overcoats	1.70	3.40
" " Vest	50	.50
" 18 Bts. All Grease	6 $\frac{1}{4}$	1 18 $\frac{1}{4}$
		28.86 $\frac{3}{4}$



P- 15-

No 13 yds Laron	5	.69
" 13 Rx Cups	2½	52½
" 7 Bots. Muc.	3	21
" 2 <sup>3</sup> / <sub>4</sub> # Indigo	75-	3.06¼
" 1 # Bluestone	10	10
" 1 # H. W. Pepper	12½	12½
" 35-# Pepper Ground	18	6.30
" 7 # H Nails	11	77
" 1 Bot Comp. Cathartic Pills		6.3½
" ¼ doz ½ Gall Cups		14½
" ¼ " 1 " Camp Oil		
" ⅓ " ½ "		20
" 2 Pudding Pans		48-
" 3 doz ½ Pt. Cups		25
" Cannon Hooks		13
" <del>4 <sup>3</sup>/<sub>4</sub> # Red Wax</del>		<del>20</del>
" 2 Hor Lakes Spoons		1.95
" 3 Waiters		.05-
" 67 # Paint		10
" 1 Tin Petalier		2.00
		35-
		15.38



016

To 70 ft rope		155-
" 1 1-Gal Crook		12½
" 6 # lbs feathers	35-	2,10
" 4 Haws	2½	10
" 1 Sprinkler		25
" 1 # Rat Hamstrings		50
" 1 rat Trap		06¼
" 1 Brood		70
" 1 Lamp		4,50
" 1 "		150
" 1 "		35
		<hr/> 8,93¾
" 10 Gall Oil	11	1,10
" 3 Pr. Scissors	25	75
" 1 Short peg Cutter	50	50
" 1 Nail Drawer	75	75
" 3 Hannels	10	30
		<hr/> 12,23¾

Total \$509.41½

Subject to correction  
in Calculation -



To Lee Jones Trustee:

You are hereby notified to sell the stock of goods wares and merchandize conveyed to you as trustee to secure me, as endorser on these notes, each for \$139.<sup>33</sup>/<sub>100</sub>, given by J. H. Howard and J. W. Howard to J. S. Moore & Son.

I have this day paid said J. S. Moore & Son, one of said notes, to wit, the 120 day note, which became due and payable Dec. 31, 1894.

This Jan 11, 1895:

H. D. Wilson



H B Wilson  
To  
Lee Jones Trustees

"Notice"



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *H. D. Wilson W. H. Johns*  
*and Lee Jones trustee in a deed of*  
*trust from J. W. Howard to E. Howard and*  
*J. B. Howard*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *February*, 189*8*, to answer a bill in Chancery,

exhibited against *them* in our said court by *J. W. Howard*  
*and E. C. Howard partners in trade*  
*under the firm name of J. W. Howard & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*15th* day of *February* 189*8*, and in the 11 *9th* year of the  
Commonwealth.

*A. B. Munsey* Clerk.



J. W. Howard & Co

vs.

{ SUPCENA  
IN CHANCERY.

H. D. Wilson et al

Bullitt & Kelly p. q.

To 2<sup>nd</sup> Feby Rules,  
Circuit Court.

Executed Feb 10 - 1895  
by Delivering a copy  
of the within Sum  
to H. D. Wilson. Lee  
James. & W. H. Johnson  
Wife has being over  
the age of sixteen years  
& a member of their  
family by Reading  
& Explaining to her  
the full purports of this  
Sum. As the said Sum  
not being found at his  
place of Abode. This  
Feb 10 - 1895 L. M. Wade  
D. S. for C. C. January  
S. L. C.



J W Howard Treas  
vs  $\frac{2}{3}$  Orig. Bill

Lee Jones et al

Nov Term 1895 Deere  
final ORBK P248

Plffs Costs

C	4.08
Tax	1.50
Shff	1.50
<hr/>	
	\$7.08

Defls Costs

C	2.88
atly	15.00
Coc	25
<hr/>	
	\$18.10